

2497

AGREEMENT BETWEEN

TOWNSHIP OF DEPTFORD

AND

FRATERNAL ORDER OF POLICE

DEPTFORD TOWNSHIP LODGE NO. 72

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Contract Period January 1, 1995 to December 31, 1997

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WHEREAS, the Township of Deptford, a Municipal Corporation with offices at 1011 Cooper Street, Deptford Township, Gloucester County, New Jersey, hereinafter referred to as the "Township", and the employees of the Deptford Township Police Department, Fraternal Order of Police, Deptford Lodge No. 72 comprising the positions of Patrolmen hereinafter referred to as "Department", are desirous of entering into an agreement of the establishing of salaries, benefits and enumeration of other terms and conditions of employment to be effective nunc pro tunc January 1, 1995 through December 31, 1997.

W I T N E S S E T H:

ARTICLE I: RECOGNITION

The Township agrees to recognize the Fraternal Order of Police, Department Township Lodge No. 72, as the sole and exclusive collective bargaining representative of the employees in the following job classification:

(A) Patrolman

ARTICLE II: CONTRACT PERIOD

This agreement shall be effective nunc pro tunc as of January 1, 1995, for a period of three years expiring December 31, 1997. It is further understood by and between the parties in that negotiations as the rate of compensation and all other terms and conditions herein for the next issuing contract shall be commenced no sooner than July 1st but no later than November 1st of 1997.

ARTICLE III: GRIEVANCE PROCEDURE

For the purpose of this agreement, a grievance is defined as a dispute between the employer (Township) and the Fraternal Order of Police (F.O.P.) or any employee covered herein

with respect to an alleged violation of a specific provision of this agreement. The term grievance shall not apply to any matter for which another method of review or procedure is prescribed by law.

(A) PROCEDURE: The F.O.P. shall designate a member or members of their Lodge to present a grievance as specified herein. Nothing herein shall prohibit any employee from presenting a grievance on his own behalf. However, a member may request that a member of the F.O.P. appear with him to present such grievance, or such employee may be represented by an attorney of his own choosing.

STEP 1:

Any employee who believes he has a grievance shall discuss it first with the sergeant of his particular shift in an attempt to resolve the matter informally at that level, except that any grievance concerning salary or overtime shall be submitted in writing directly to the Township Manager, a copy of the grievance to be filed with the Chief of Police, at which time, Step 4 of this grievance procedure shall immediately apply.

STEP 2:

If as a result of this discussion the matter is not resolved to the satisfaction of the employee, he shall set forth his grievance in writing no later than five (5) working days of the date of the occurrence of the events giving rise thereto and present it to the lieutenant of his respective shift, specifying:

- (A) The specific nature of the grievance and the contract clause violated.
- (B) The results of the previous discussion at Step 1.

- (C) The date and time of the presentation.
- (D) The relief or solution sought by the grievance.
- (E) A copy of the grievance shall be filed directly with the sergeant.
- (F) The lieutenant shall communicate his decision in writing to the employee (grievant) no later than seven (7) days of receipt of written grievance, a copy of same to be delivered to the sergeant.
- (G) In the event that the grievance shall involve a decision of the lieutenant, the employee shall file the grievance directly with the Chief of Police in the manner specified in Step 3.

STEP 3: CHIEF OF POLICE

In the event that the employee remains dissatisfied with the decision at Step 2, he shall, no later than five (5) days after receipt of the lieutenant's written decision, appeal the lieutenant's decision to the Chief of Police. The appeal to the Chief of Police must be made in writing reciting the matter as submitted to the lieutenant, as specified in Step 2; as well as a statement setting forth reasons for objection or dissatisfaction as to the lieutenant's decision. The Chief of Police shall attempt to resolve the matter in a period not to exceed ten (10) days after receipt of the grievance.

The Chief of Police shall communicate his decision in writing to the employee and to the lieutenant of employee's particular shift (where F.O.P. a party, or employee represented, then to the F.O.P. and/or that representative).

STEP 4: TOWNSHIP MANAGER

If the grievance remains unresolved to the employee's satisfaction no later than five (5) days after receipt of the decision of the Chief of Police the employee may request in writing a review by the Township Manager or the Township Manager's designee. All previous documents shall be submitted to the Manager with such request for review and he shall render a decision in writing, no later than ten (10) days after receipt of the grievance. The Manager may, if he so desires, indicate a designee to hear and resolve such grievance within the ten (10) day period outlined above.

STEP 5:

(A) In the event that the aggrieved employee is dissatisfied with the determination of the Township Manager and/or his designee, he shall have the right to have the dispute arbitrated in accordance with the Rules of the New Jersey Public Employee Relation Commission. The aggrieved employee shall request such arbitration no later than fifteen (15) days after the decision of the Township Manager or his designee is received by him. A copy of the request for arbitration shall be served on the Township Manager at the time of filing by the employee of his request for arbitration. All costs of arbitration shall be equally borne by the employee and the Township. In the event that the F.O.P. decides not to request such arbitration on behalf of the aggrieved employee, the employee may exercise his right to go to arbitration without approval from the F.O.P. The F.O.P. will thereafter have no responsibility for such arbitration, and the employee shall be responsible for his portion of the arbitration costs.

(B) Nothing contained herein shall prohibit the Township Manager and the Employee or F.O.P. in matters hereinafter specified from agreeing to utilize advisory arbitration pursuant to the Rules and Regulations established by the Public Employee Relation Commission, pursuant to the provisions of Chapter 303 of the Laws of 1968, as amended, or any other form of mediation or arbitration, binding or otherwise.

(C) Matters where a method of review is prescribed by law, or by any Rule or Regulation of the Merit System Board, pursuant to Title 11 of N.J.S.A. shall not be arbitrable.

(D) The arbitrator shall set forth his findings of fact and reasons for making the award or decision, in writing, with the time prescribed by law after the conclusion of the arbitration hearing or the close of the record, whichever is later, unless agreed to otherwise by the parties involved, or the Rules of P.E.R.C. provide to the contrary. The Arbitrator's Award or decision shall be binding upon the parties subject to the request of review as provided by the laws of the State of New Jersey.

(E) The arbitrator's decision shall be bound by the provisions set forth in this agreement and the laws of the State of New Jersey and shall be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall have the authority to recommend a remedy for the grievance. The arbitrator(s) shall be without power of authority to make any decision which required commission of an act prohibited by law or which is violative of the terms of this agreement.

B. OTHER PROVISIONS RELATING TO THE GRIEVANCE PROCEDURE:

1. No response at any step in this procedure by the Township or its agents shall be deemed to be a negative response upon the expiration of the applicable time limits and the grievant may proceed to the next step in the procedures.
2. "Group Grievances" shall be defined as those affecting substantially all the members of the F.O.P. which shall be filed by the F.O.P. and the F.O.P. only at Step 3, except those matters relating to salary and overtime which shall be filed directly with the Township Manager. The F.O.P., through its designated representative(s), shall be entitled to pursue the grievance in the same manner and subject to the same limitations provided and applicable to any employee through the grievance procedure established herein.
3. The Township reserves the right to file a written grievance on its behalf with the Executive Board of the F.O.P. which shall conduct a conference with the representative(s) of the Township within ten (10) days of the filing of the grievance, and which shall render a determination within ten (10) days of said conference.
4. The Chief of Police, at his discretion, may establish a Police Disciplinary Advisory Hearing Board, the purpose of which shall be to advise the Chief of Police in regard to alleged minor infractions committed by an officer of the Deptford Township Police Department. Any recommendation made by this Board shall be advisory only, not binding upon any officer and not admissible in any subsequent department or civil service hearing.
5. Should a Police and Disciplinary and Advisory Board be established, a patrolman shall be elected annually by the majority vote from the voting consensus of the Patrolman

Members of F.O.P. Lodge No. 72 to be a voting member of this Advisory Board. In the event that the designated patrolman shall be promoted to a higher rank, the position shall become vacant and an election shall be held to designate a Patrolman successor for this Advisory Board. The Advisory Board shall further consist of one (1) Sergeant and one (1) Lieutenant.

ARTICLE IV: HOURS OF WORK

1. The standard hours of employment for all employees covered by this agreement shall be two thousand eighty (2,080) hours per year, or forty (40) hours per week.

2. The Township Manager may, at his discretion, modify the aforesaid work schedule, but in no event shall the average total hours of work per week, calculated on a per annum basis, exceed those hours specified above.

3. Employees covered under this agreement are to be given at least thirty (30) days prior notice to a shift or duty status change unless the Chief of Police designates an emergency temporary change.

4. Shift Differential Payment

In the event that the Chief of Police shall establish permanent shift assignments, a shift "pay differential" shall be implemented as follows:

(A) Employees working four (4) days on, three days off schedule, who are assigned to the 3:00 PM to 1:00 AM shift, a five percent (5%); employees assigned to the 9:00 PM to 7:00 AM shift, a seven percent (7%) pay differential. Likewise, if permanent shift assignments are established and the employment schedule is five (5) days on and two (2) days off, employees assigned to the 4:00 PM to 12:00 midnight shift shall receive a five percent (5%) pay

differential; those employees assigned to the 12:00 midnight to 8:00 AM shift, a seven percent (7%) pay differential.

(B) It is understood between the parties that this pay differential shall only apply upon the establishing by the Chief of Police of permanent non-rotating shifts. Until such time as permanent shifts are established, there shall be no pay differential.

ARTICLE V. PAY FOR TIME IN COURT

1. Court Time Payment

(A) Each employee required to testify or appear in any court not during his regular working shift, relating to matters resulting out of the performance of his duties, shall be compensated for each court appearance at a minimum rate of \$55.00. As of January 1, 1996, this rate shall be changed to \$60.00 per court appearance. In the event that an employee is required to testify or appear in more than one court or make more than one court appearance on that day (not including his regular working shift) that employee shall receive an additional \$55.00 through December 31, 1995; \$60.00 effective January 1, 1996 through the term of this contract. This would permit a maximum payment of \$110.00 up to and including December 31, 1995 per day and \$120.00 effective January 1, 1996 per day. The Township recognizes the applicability of the Fair Labor Standards Act and, to the extent that it is applicable to court appearances, agrees to pay the difference between the minimum amount set forth above and the amount due under said act. For the purposes of calculating court time only, for Fair Labor Standards Act purposes, a twenty-eight (28) day cycle consisting of 171 hours shall be utilized. Except as specified above, this provision shall have no affect on Article XX, entitled Overtime.

(B) For the purpose of the application of the term "Court Appearance" as it is used in Paragraph "A", "Court Appearance" shall be interpreted to mean one or more appearances in one or more courts for one-half (1/2) day. A one-half (1/2) day shall be defined as 9:00 AM until 1:30 PM; 1:30 PM to 4:00 PM.

In the event an employee is required to appear or give testimony and the case is not heard, the employee shall still be compensated should the appearance be required not during his regular working shift, in accordance with the provisions of this Article.

(C) All payments for court appearances shall be included in the paycheck covering that pay period or following pay period. However, no payment shall be made to any employee required to appear in any court involving civil litigation.

ARTICLE VI: CLEANING AND MAINTENANCE

1. The Township shall pay each employee covered by this agreement \$645.00 annually for the purposes of cleaning and maintaining uniforms and for the purchase of a pair of shoes of a grade and quality consistent with those used by the department. This payment shall be in two equal installments with the first payment of \$322.50 due on January 5, 1995, January 5, 1996 and January 5, 1997. The second payment of \$322.50 shall be due on July 1, 1995, July 1, 1996 and July 1, 1997.

2. All payments hereunder not made as of the date of the execution of this contract shall be forthwith paid by the Township upon execution of this contract.

3. The total cleaning and maintenance allowances, in this Article shall be paid to the employee without the necessity of presentation of any bills or receipts for cleaning, tailoring or alteration.

4. The Detective's cleaning and maintenance allowance shall be one thousand one hundred dollars (\$1,100.00) per annum.

5. K-9 Unit Payment: Members of Department K-9 Unit shall receive an additional maintenance allotment in the amount of thirty-seven dollars and fifty cents (\$37.50) per month. The Township will continue during the working life of the dog to provide food, hospitalization and other veterinarian coverage for the dog for injuries or disabilities related to the dog's work.

At the time the K-9 dog is retired from active police service, during the dog's life, the employee maintaining that dog shall receive from the Township fifty percent (50%) of the food supply now being given by the Township and reimbursement for medical expenses not to exceed three hundred dollars (\$300.00) upon production of appropriately documented medical bills for services rendered.

ARTICLE VII: CLOTHING ALLOTMENT

1. The Township agrees that it shall budget a sum equal to five hundred eighty dollars (\$580.00) per contract year, for the purpose of obtaining or replacing those articles of clothing or equipment that comprise the employee's uniform as hereinafter defined excluding the employee's service revolver. This amount shall increase to \$630.00 on 1/1/96.

2. The Township agrees that it shall advertise for bid those articles of clothing or equipment required no later than February 1st of each contract year beginning in 1996.

Advertising date for 1995 shall be on or before 3/31/95. The Township agrees that in its soliciting for bid that it shall include a provision requiring the successful bidder to permit any eligible employee to secure or replace any "summer" clothing item on or before May 1st and any "winter" item on or before November 1st of any contract year.

3. All employees requests for uniforms parts thereof or any other item required shall be submitted to the Chief of Police on a "clothing request form", the form to be prepared by the Township. At the time of the clothing or item request is submitted, the employee shall turn in the item sought to be replaced, unless that item is required to be utilized pending replacement. In the event the item shall be turned in or exchanged at the time the replacement is received. No replacement item shall be ordered unless the request form is duly signed by the employee and approved by the Chief of Police. The Chief of Police shall not unreasonably withhold any such approval.

4. The cost of the basic issue or uniforms and equipment for any new employee hired after the signing of this agreement shall be borne by the Township. Basic issue shall be deemed to include such articles as:

Three (3) summer uniforms and three (3) winter uniforms, all leather goods (belt, holster, drop box, handcuffs case, nightstick and holder), badge, name plate, whistle and chain, pin service revolver and one pair of boots.

5. Additional items to be purchased as part of initial issue and supplement existing employee's initial issue will include the following items:

One (1) riot helmet, mid season jacket (chill chaser) per patrolman and one (1) (Streamlight) rechargeable flashlight per assigned vehicle.

6. Requirements for Replacement of Equipment and Uniforms:

Before any employee shall be entitled to the replacement of any equipment or items of uniform, that piece of equipment or item shall be presented to a division commander for inspection and replacement approval. Employees shall not seek any replacement of equipment or uniform until such time as the old item or equipment is turned in to the administrative division.

ARTICLE VIII: VACATIONS

1. Each employee covered by this agreement shall be entitled to an annual leave with pay in accordance with the following schedule: (5-2 Shift)

(a) Employees having over six (6) months of service but not less than one (1) year will receive five (5) days.

(b) Employees with over one (1) year but less than four (4) years will receive twelve (12) days.

(c) Employees having over four (4) years but less than six (6) years will receive fifteen (15) days.

(d) Employees at the start of their seventh (7th) year of service and thereafter shall receive twenty (20) days.

(e) Employees at the start of their thirteenth (13th) year of service and thereafter shall receive twenty-five (25) days.

(f) Employees at the start of their twentieth (20th) year and thereafter shall receive thirty (30) days vacation. This provision shall take effect January 1, 1992. Employees with more than twenty (20) years of service shall only be entitled to benefit from this provision prospectively and not retroactively.

(g) Any employee assigned to a four (4) day work week, vacation will be adjusted to a four (4) day schedule.

2. A "year of service" shall be defined as commencing on the employee's date of hiring to the date preceding the following year, i.e., an employee hired on July 1, 1982, shall complete his first year of service as of June 30, 1993, etc.

3. No more than two (2) personnel per shift shall be granted a vacation leave at any one time. However, the Chief of Police, in his discretion may structure vacation.

4. A "vacation day" shall be construed to mean one (1) working day and shall not include those which he otherwise would normally have off during the course of any given work week.

5. Carry-Over Payment for Vacation: During any service year an employee may request that vacation accrued during the service year is carried over to the following service year, or that he be paid in whole or in part for the accrued vacation. This request shall be made to the Chief of Police in writing by the employee on or before the thirtieth day prior to the employee's anniversary date.

The Chief of Police shall have the option to make payment in whole or in part for the accrued vacation time to the employee, or direct that the employee's accrued vacation

time be carried over, in whole or in part, to the following service year. Notwithstanding the aforesaid provisions, payment shall be made to employees for that portion of any accrued vacation time carried over from any prior service year, it being the express intention of this agreement that there shall not be accumulated in any given service year more than two (2) years vacation entitled by an employee.

ARTICLE IX: PENSION/ACCUMULATED SICK DAYS, VACATION AND HOLIDAYS

1. Employees shall retain all pension rights now or hereafter accrued under New Jersey State Laws and Rules and Regulations of the Department of Personnel.

2. Employees, upon leaving their employment with the Township for any reason, including retirement for disability (work connected or not) or for any other reason, shall be paid for all accumulated holidays, vacation and other compensation and shall be paid sixty-five percent (65%) of sick days accrued as of the time of separation. However, "sick leave pay" shall not accrue to any employee dismissed by the Township for cause. Said payments shall be computed at the rate of pay at the time of the employee's retirement or separation based on his then base annual compensation.

For the purpose of calculating the percentage entitlement of the sick days accrued, that calculation shall commence as of January 1, 1974. Nothing in this agreement shall be deemed to waive any additional sick days accrued by any employee prior to January 1, 1974 for the determination of the employee's sick leave entitlement during the course of his employment.

It is further agreed that in the event any employee shall utilize any sick leave, that time shall first be deducted from sick days accumulated prior to January 1, 1974.

3. To be eligible to receive the percentage of accumulated sick leave, as hereinafter defined, any employee intending to retire or separate for reasons other than disability shall notify the Chief of Police, in writing, at least thirty (30) days prior to the date of retirement or separation. Such notice provision shall not apply to any employee who, because of emergency or other circumstances not reasonably foreseeable, cannot tender the required notice, so long as that employee shall, upon determination that separation or retirement is required, give immediate notice to the Chief of Police, together with reasons why the thirty (30) days notice has not been given.

4. In the event of an employee's death, his estate or legal representative shall be paid for all accumulated holidays, vacation leave, compensatory time and that percentage of sick leave pay accrued pursuant to the terms of this agreement at the employee's rate of pay at the time of his death.

ARTICLE X: ADDITIONAL EMPLOYEE BENEFITS

1. The Township agrees to reimburse a sum not to exceed three hundred dollars (\$300) for those medical and hospital expenses arising out of costs incurred, but not otherwise covered by employee's insurance as a result of pregnancy to the employee or the employee's spouse. The pregnancy coverage by the Township shall be defined as covering those costs incurred from prenatal care through postnatal care but not to exceed six (6) months subsequent to termination of pregnancy.

2. Any employee completing six (6) months of service uninterrupted by sick leave, shall be compensated at one days regular time pay to be included in the holiday pay check. The six month period as defined herein shall commence January 1st and end on June 30th of the given contract year. The second six month period, for the purposes of this provision, shall run July 1st through December 31st on the contract year.

ARTICLE XI: PAYMENT FOR STAND-BY SUBPOENAS

Each employee noticed to stand-by (pursuant to stand-by subpoena) for the purpose of testifying or appearing in any court, not during his regular working shift relating to matters resulting out of the performance of his duties, and thereafter not called to testify or appear during that day, shall be compensated for this stand-by subpoena at the rate of ten dollars (\$10) per stand-by subpoena, provided however, that no employee shall receive in any one calendar year payment for any more than ten (10) such stand-by subpoenas. Said payment for the stand-by subpoena will be included in the paycheck covering that period. However, no payment shall be made to any employee required to "stand-by" in any court involving civil litigation.

ARTICLE XII: BEREAVEMENT LEAVE

1. Bereavement leave shall be granted in accordance with Paragraph E of Section 47B-33 of the Personnel Ordinance. However, if leave is requested because of a death of any employee's spouse or children, mother or father, the first five (5) days of that leave shall not be deducted from any employee's accumulated sick leave; and likewise, if leave is required because of a death of any employee's brother, sister, the first three (3) days of that leave shall not be

deducted from an employee's accumulated sick leave. For all other relatives, one (1) day from accumulated sick leave.

2. Commencement of First Day of Leave: The first day of bereavement leave as set forth in Paragraph 1 of this Article, shall commence on the day following the date of death and terminate on the third (3rd) or fifth (5th) day thereafter (whichever is applicable) whether or not the time period of leave granted occurred during that period of time in which the employee is off from work.

ARTICLE XIII: TRAVEL EXPENSES

In connection with their official duties, employees shall be reimbursed at the rate of twenty-five cents (\$.25) per mile for all approved travel expenses while using a personal vehicle and shall be reimbursed for all other travel expenses incurred in connection with said official duties. A fifteen dollar (\$15.00) per day meal allowance shall be paid to each employee required to pay for such meal while attending an accredited school or course of study or other prior-approved police activity, provided however, that payment shall only be made upon production of a receipt of that meal. The meal reimbursement shall be made to the employee in the next pay period following the period of entitlement.

ARTICLE XIV: SERVICE RECORDS

Employees covered by this agreement shall be entitled to inspect their service records upon request. Employees shall be notified in writing by the Chief of Police or his designee, whenever additions, either positive or negative in nature, related to the performance of his duty are made to his personal file.

ARTICLE XV: TRAINING TIME

Employees will participate in mandatory training time at a place designated by the Chief of Police. To the extent that training time is scheduled on an employee's day off, he or she shall be compensated to the same extent that the employee was called in to work that day.

ARTICLE XVI: COLLEGE CREDITS

1. Employees of the Police Department enrolled in an accredited college or community college will receive the sum of three hundred dollars (\$300) in 1995; three hundred twenty five dollars (\$325) in 1996 and three hundred fifty dollars (\$350) in 1997, which sum may be utilized towards payment of tuition and/or purchase of books for each semester. Payment shall be subject to the following conditions:

- (A) Notification to the Township Manager of the place of instruction and the intended courses shall be given at or before the time the employee enrolls for said course(s).
- (B) Submission of proof that the intended courses are part of the curriculum for a degree in police science or criminal justice.
- (C) Submission of proof that the course schedule shall not interfere with the employee's regular work schedule.
- (D) Submission of proof that the employee received a grade of "C" or better in the submitted course(s).

2. Notwithstanding the aforesaid provisions for reimbursement of tuition payment, in the event that an employee seeking payment for approved college credits shall be reimbursed for such tuition or be compensated in any other manner from any other source, governmental or otherwise, the employee shall only be reimbursed to the extent that the other payments are

less than the amount to be received from the Township, in which event the employee shall receive the difference between the amount received from the Township and the amount received from those other sources. If the amount received from other sources exceeds the amount received from the Township, no payment shall be made by the Township to employee.

3. Employees seeking a master's degree in Police Science shall receive a \$100.00 per semester payment subject to a maximum limit of \$800.00 during the employee's course of study. There shall be no "per credit" reimbursement for courses taken in pursuit of a masters degree, nor shall there be compensation for any course of study other than police science. The full extent of any compensation by the Township to employees for such masters studies in police science shall be the \$100.00 per semester set forth above. Such payment is conditioned upon the Township Manager's prior written approval of the course of study.

4. Employees shall receive no compensation for the pursuit of doctoral degree, whether in Police Science or any other course of study.

5. In addition to other compensation, an employee shall be compensated ten dollars (\$10) per college credit up to 120 college credits providing the following criteria are met:

- (A) The credits are earned at a State accredited college or university.
- (B) The credits are accepted by the college towards a Law and Justice Degree, whether or not the credits are in the major field or free electives.
- (C) Presentation of an official transcript or report card establishing the amount of college credits accumulated.
- (D) The rate of compensation per employee shall be ten dollars (\$10) per

college credit, subject to the above criteria.

(E) All parties agree that, regardless of past practices, employees shall be required to request prior written approval for college/masters degree compensation as set forth herein. Failure to comply with this "notice" provision may be grounds for the Township to deny such request. Request for prior written approval shall be given to the Township Manager prior to or at the time the employee enrolls in any courses.

6. On additional compensations; why made, when due, reimbursement of tuition aid:

The purpose of the additional compensation and reimbursement of tuition is to encourage each employee to further his education and training, thereby providing the Township with more effective and qualified police personnel on a long-term basis. In effect, the reimbursement of tuition and additional compensation for educational attainment is viewed as an incentive for continued employment. Therefore, in order to guarantee that the Township receives a measure of continued service from each employee who seeks to qualify for this additional compensation or reimbursement of tuition, the following conditions of entitlement and the Township's right to reimbursement of sums advanced or paid shall be determined and made as follows:

(A) "Additional Compensation" shall not be deemed earned unless the employee is employed for the full calendar year (January 1 through December 31). However, if an employee retires by reason of years of service or by reason of disability he shall be entitled to a pro rata distribution of "Additional Compensation" and shall be paid by the Township on December 15 of such year. An employee who satisfactorily completes the required probationary period shall be compensated on a pro rata basis from his date of hire (to December 15th) in

regard to "Additional Compensation".

(B) Any employee leaving the service of the Township (other than for reason of retirement due for years of service rendered or disability), who received from Township or had paid on his behalf by Township during that fiscal year, any tuition payment that employee shall be required to reimburse Township for such tuition payment(s).

ARTICLE XVII: HOLIDAYS

Employees covered by this agreement shall be entitled to each and every holiday received by all other employees of the Township of Deptford during any calendar year.

In the event that any holiday shall be on an employee's regular day off, he shall be entitled to compensation for that holiday to be calculated on one (1) days regular pay. If any employee shall be required to work on any given holiday, then the rate of compensation shall be computed at time and one-half for that days off.

Distribution of holiday pay entitlements shall be made on or about the first (1st) day of December of each calendar year covered by this agreement. In addition to the aforesaid holidays, each employee during any calendar year shall be entitled to three (3) personal days and his birthday as an additional personal day. An employee shall be required to give reasonable notice to the Chief of Police as to the "Personal Day" he wishes to take. Approval of such request shall not be unduly or unreasonably withheld unless it can be demonstrated that the granting of such "Personal Day" will unduly interfere or hamper the operations of the Police Department. In the event that his Personal Day allotment is not used by the end of any calendar year, an employee shall be compensated for one (1) personal day to be calculated on one (1)

days regular pay, which payment shall be incorporated in holiday pay.

ARTICLE XVIII: COMPENSATION

During the term of this agreement, the rate of compensation to be paid to all present employees shall be in accordance with the salary guide below.

Any other payments made to any employee for vacation, longevity or other entitlement shall be in addition to the salary enumerated.

For the purpose of this agreement all salary payments other than longevity or entitlement shall be determined on a "calendar year" basis, i.e., January 1st through December 31st.

All employees hired after the execution of this agreement shall be paid at a starting salary as designated under the salary guide below:

<u>INCREMENT STEPS</u>	<u>LENGTH OF SERVICE</u>	<u>EFFECTIVE 1/1/95</u>	<u>EFFECTIVE 1/1/96</u>	<u>EFFECTIVE 1/1/97</u>
Training Step	During Academy Training Period	\$23,307.00	\$24,399.00	\$25,606.00
One	Graduation from Academy to 1 year	\$27,307.00	\$28,399.00	\$29,606.00
Two	More than 1 yr. Less than 2 yrs.	\$32,998.00	\$34,318.00	\$35,776.00
Three	2 yrs. but less than 3 yrs.	\$38,686.00	\$40,235.00	\$41,945.00
Four	3 yrs. and beyond	\$43,238.00	\$44,968.00	\$46,879.00

In the event that during any calendar year any employee shall be promoted to a higher rank, i.e. patrolman to sergeant, sergeant to lieutenant, that employee shall be entitled, as of the date of his promotion, to be paid for the balance of the calendar year in accordance with the schedule of salary then in effect for that higher rank. Thereafter, that employee shall be paid during the ensuing calendar year at the same rate of pay all others in his classification.

ARTICLE XIX: LONGEVITY

Employees shall be entitled to an additional percentage per annum of their yearly base pay as follows:

During 5th year of service	Two percent (2%)
During 6th year of service	Three percent (3%)
During 7th year of service	Four percent (4%)
During 8th year of service	Five percent (5%)
During 9th year of service	Six percent (6%)
During 10th year of service	Seven percent (7%)
During 15th year of service and thereafter	Eight percent (8%)

In the event that any service year is attained, or changes, during the course of any calendar year, the longevity payment applicable should be calculated on a percentage of the remainder of that calendar year.

"Year of Service" shall be defined as set forth in Article VIII hereof.

ARTICLE XX: OVERTIME

A. Employees covered by this agreement shall be compensated for overtime at the rate of one and one-half (1 1/2) times their base salary calculated on a per hour basis.

B. Overtime shall not include that period of time required to each employee to report prior to his shift (e.g. ten minutes prior to the beginning of a shift). Overtime shall not include a period of time, which shall not exceed fifteen (15) minutes, needed to complete, review or correct reports in the normal course of employment.

Overtime shall not be paid unless approved in advance or requested by either the Chief of Police, or any Lieutenant in charge, or the Lieutenant's designee in charge of that shift, except in cases of emergencies requiring him to stay on duty, where approval cannot be readily obtained in the manner described, in which event overtime shall be paid for all time spent by that employee in the performance of his duties.

Any employee who is called back to work overtime shall be paid a minimum of three (3) hours regardless of the actual time spent in the performance of his duties once he reports. For example; an employee called at home while off duty, and requested to report for "overtime duties" shall be paid a minimum of three (3) hours overtime regardless of the actual time spent.

Likewise, the Chief of Police, or any Lieutenant in charge, or the Lieutenant's designee, not to preclude minimum platooning S.O.P., may request any employee covered by this agreement to work overtime. When requested by any authorized person of the Township, no employee shall refuse to work overtime when physically able.

Notwithstanding any of the aforesaid provisions, any employee may request the Chief of Police to receive "compensatory leave" in lieu of overtime, which "compensatory leave" shall be calculated on an hour and one-half for hour worked basis. The grant of "compensatory leave" shall be at the sole discretion of the Chief of Police. If at the end of any calendar year an employee has accrued "compensatory leave", the Chief of Police may, at his discretion, either carry over the employee's "compensatory leave" to the following calendar year or compensate the employee for the accumulated "compensatory leave" at the overtime hourly rate. However, "compensatory leave" accrued during any calendar year may not be carried over for more than one (1) additional year.

ARTICLE XXI: COMP TIME AND ADDITIONAL STIPEND FOR DETECTIVES

A Detective, when required to be "on call" duty status, is to be compensated at the rate of two (2) hours of compensatory time for every eight (8) hours on call status. For example, a Detective "on call" from 12 midnight Saturday to 8 A.M. Monday, a total of 32 hours, would receive eight (8) hours of compensatory time.

In addition, Detectives shall receive a lump sum stipend of \$500.00 payable at the same time as holiday pay as set forth in Article VVII. This lump sum payment shall be prorated to the extent that an employee has worked less than twelve (12) months as a Detective during a calendar year.

ARTICLE XXII: MILITARY LEAVE

1. Military leave shall be granted in accordance with Department of Personnel Regulations and State Statutes unless otherwise defined in this Article.

2. Members of the Reserve components shall receive the same benefits as applied to the National Guard in accordance with Paragraph 1.

3. Any employee, who is a member of the National Guard or any United States Reserve Military Component, required to attend a weekend drill (Saturday, Sunday or both), shall notify the Chief of Police at least seventy-two (72) hours in advance of that drill. Any employee providing the appropriate notice required herein shall not be required to work on that particular day (should he be scheduled), but instead, shall be given the opportunity to make up the time on that employee's day(s) off pursuant to past practices of the Police Department. Accordingly, if the employee makes the time up, he shall be paid in accordance with his regular rate of pay. If the time or day is not made up the employee shall not be paid for the time missed during his normally scheduled work week or work day as a result of his Guard or Reserve duty.

4. If more than fifteen percent (15%) of employees covered by this agreement belong to Reserve and National Guard Units and if in the opinion of the Chief of Police appropriate numbers of employees are not regularly available to maintain adequate staffing due to Reserve and National Guard duty, then, the parties hereto may be required at the option of the Chief of Police to renegotiate this Article for the purpose of obtaining appropriate patrol coverage.

ARTICLE XXIII: OTHER PROVISIONS

(A) Hospitalization and other benefits presently accrued shall be continued in full force and effect during the course of this agreement and shall be paid for by the Township in accordance with presently existing policy. Medical benefits upon retirement shall continue to

the same extent that they would have automatically continued had the Township remained in the State Health Benefits Plan. Any modifications or additions of hospitalization and other related benefits generally extended to other employees shall be extended to the employees of the Police Department.

(B) Sick leave shall be administered in the manner established by the Personnel Ordinance.

(C) All existing medical and prescription plans shall remain in effect for duration of contract period.

(D) (1) The employer agrees to grant time off without loss of pay to any one employee designated by the F.O.P. to attend the annual State and National Conventions, not to exceed one (1) calendar week for each convention; provided that a one (1) week written notice is given to the Chief of Police by the F.O.P. as to the employee selected as a convention delegate. Only one (1) employee on any shift shall be granted time off to the attendance at these conventions. Notwithstanding the above, the Township will comply with any mandatory provisions of state law relating to attendance at these conventions (including N.J.S.A. 40A:14-177).

Otherwise, the contractual language shall control.

(2) Any employee elected as the President, Vice-President, Secretary or Treasurer or State Delegate of the F.O.P. shall be granted time off without loss of pay to attend regularly scheduled local F.O.P. meetings.

(E) Quarterly meetings shall be held by Police Administration with F.O.P. representatives.

(F) The F.O.P. shall submit a list of recommended gym equipment to the Township Manager. If the Township Manager deems the purchase(s) to be necessary and practical, monies, not to exceed \$1,000.00, shall be allocated for the purchase of gym equipment. This allocation shall be during the term of the contract and shall not be deemed or construed to be an annual allocation of \$1,000.00. Additionally, it is understood that the Township's obligation under this paragraph is limited to a total of \$1,000.00 which is the combined amount that the FOP and SOA may receive, notwithstanding the fact that this provision is contained in both contracts.

(G) Officers, to the extent necessary, shall be given Hepatitis B shots. The Township shall be responsible for the costs of these shots to the extent that the cost exceeds the amount covered by the Township medical insurance.

(H) Employees covered under this agreement shall comply with all Police Rules and Regulations properly adopted by the Township of Deptford. At the request of F.O.P. representatives, if made, it is further agreed that the Township will consider any proposed modifications to these Rules and Regulations. All such proposals by the F.O.P. shall be in writing directed to the Chief of Police and the Township Manager and may be made at any time after July 1, 1982.

ARTICLE XXIV: FAIR PRACTICES

The department, and all employees covered by this agreement herein, agree to continue to admit to its membership all employees covered by this agreement without discrimination on the basis of race, creed, color, natural origin, sex, marital status, age or draft status.

ARTICLE XXV: WORK CONTINUITY

The Department and employees covered by this agreement agreed that for the life of this contract, there shall be no strike, slow-down, sick-out, or other similar concerted action nor shall there be any individual action for the purpose of inducing employees to engage in such prohibited activities.

ARTICLE XXVI: MANAGEMENT RIGHTS

It is the intention of the parties hereto that all rights, power, prerogatives and authority which the Township now has or had prior to the signing of this agreement are retained by the Township, except for those which are specifically abridged or modified by this agreement. Such abridgement or modification shall be to the extent specifically set forth in this agreement and such abridgements or modifications are to be strictly construed. Any question involving the administration of "personnel policies" not specifically defined herein shall be as delineated in the Personnel Ordinance and, if not set forth herein, shall be administered in accordance with past practices of the Police Department.

ARTICLE XXVII: FULLY-BARGAINED PROVISIONS

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and that this agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining negotiations.

ARTICLE XXVIII: SEPARABILITY AND SAVINGS

If any provision of this agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XXIX: CONTINUATION AND CONSTRUCTION OF THE AGREEMENT

This agreement shall remain in full force and effect until a new agreement is signed. For the purposes of interpretation, this Agreement shall be construed to have been prepared by both parties and no presumption shall attach in favor or against either party.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals this 11th day of MAY, 1995.

TOWNSHIP OF DEPTFORD

By: 
BEATRICE A. CERKEZ, Mayor

ATTEST:


KATHLEEN W. MAIER, Clerk

FRATERNAL ORDER OF POLICE
DEPTFORD TOWNSHIP LODGE NO. 72

By: 
RICHARD J. HARBISON, Pres.

forrest urban
FORREST URBAN, Secretary